

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

IN RE: **Antonio Ruben Arias**
Melissa Garibay Arias
Debtor(s)

Case No.

Chapter 13 Proceeding

☐ **AMENDED** ☐ **MODIFIED**
DEBTOR(S)' CHAPTER 13 PLAN
AND MOTIONS FOR VALUATION AND LIEN AVOIDANCE

Creditors are hereby notified that the following Plan may be amended at any time before confirmation. Any amendment may affect your status as a creditor. The Debtor's estimate of how much the Plan will pay, projected payments, and estimates of the allowed claims may also change. The following information advises creditors of the status of the case based on the information known at the time of its preparation. Any special concerns of a creditor may justify attendance at the Meeting of Creditors and such other action as may be appropriate under the circumstances. More detailed information is on file at the Office of the United States Bankruptcy Clerk in El Paso or Waco, Texas. Local Bankruptcy Rules and Standing Orders on procedures are available at the Clerk's Office and online at www.txwb.uscourts.gov.

Use of the singular word "Debtor" in this Plan includes the plural where appropriate.

Plan Summary

- A. The Debtor's Plan Payment will be **\$461.54 Bi-Weekly**, paid by ☒ Pay Order or ☐ Direct Pay for **60 months**. The gross amount to be paid into the plan is **\$60,000.00**.
- B. The Plan proposes to pay all allowed priority claims in full, all secured claims to the extent of the value of the collateral or the amount of the claim, whichever amount is provided for in Section VI below, and approximately **20%** of each unsecured allowed claim.
- THIS PLAN DOES NOT ALLOW CLAIMS. YOU MUST FILE A PROOF OF CLAIM BY THE APPLICABLE DEADLINE TO RECEIVE DISTRIBUTIONS UNDER ANY PLAN THAT MAY BE CONFIRMED. CREDITORS ARE REFERRED TO THE FEDERAL RULES OF BANKRUPTCY PROCEDURE, THE LOCAL BANKRUPTCY RULES FOR THE WESTERN DISTRICT OF TEXAS, AND THE APPLICABLE STANDING ORDER RELATING TO CHAPTER 13 CASE ADMINISTRATION FOR THIS DIVISION, FOR INFORMATION ON THESE AND OTHER DEADLINES.
- C. The value of the Debtor's non-exempt assets is **\$0.00**.
- D. If the payment of any debt is proposed to be paid directly by the Debtor outside the Plan, it is so noted in Section VI(1), set forth below.

Plan Provisions

I. Vesting of Estate Property

- ☐ Upon confirmation of the Plan, all property of the estate shall vest in the Debtor and shall not remain as property of the estate.
- ☒ Upon confirmation of the Plan, all property of the estate shall not vest in the Debtor, but shall remain as property of the estate.
- ☐ Other (describe):

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Continuation Sheet # 1

II. Pre-Confirmation Disbursements

In accordance with the applicable Standing Order Relating to Chapter 13 Case Administration, the Debtor requests and consents to disbursement by the Chapter 13 Trustee of payments prior to confirmation of the Plan to evidence the Debtor's good faith, promote successful completion of the case, and to provide adequate protection to secured creditors. The Debtor shall remit such payments to the Trustee commencing 15 days after the filing of the petition. Provided all conditions for disbursement are met and unless otherwise ordered by the Court, the Trustee shall begin disbursing to creditors as provided below, on the first regularly scheduled disbursement after 30 days after the the petition is filed. Payments under this paragraph will cease upon confirmation of the Plan.

Creditor/Collateral	Pre-Confirmation Payment Amount	Other Treatment Remarks
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III. Executory Contracts/Unexpired Leases/Contracts for Deed

Pursuant to 11 U.S.C. §1322(b)(7) of the Bankruptcy Code, the Debtor hereby elects to assume the following executory contracts, unexpired leases, and/or contracts for deed, if any:

Creditor Name	Description of Contract	Election	In Default
(None)			

Pursuant to 11 U.S.C. §1322(b)(7) of the Bankruptcy Code, the Debtor hereby elects to reject the following executory contracts, unexpired leases, and/or contracts for deed, if any:

Creditor Name	Description of Contract	Election	In Default
(None)			

IV. Motion to Value Collateral Pursuant to 11 U.S.C. § 506

The Trustee shall pay allowed secured claims, which require the filing of a proof of claim, to the extent of the value of the collateral or the amount of the claim, whichever amount is provided for in Section VI(2), hereof, plus interest thereon at the rate specified in this Plan. Except for secured claims for which provision is made to pay the full amount of the claim notwithstanding the value of the collateral, the portion of any allowed claim that exceeds the value of the collateral shall be treated as an unsecured claim under Section VI(2)(F).

The Debtor(s) move(s) to value the collateral described below in the amounts indicated. The values as stated below represent the replacement values of the assets held for collateral, as required under Section 506(a)(2). Objections to valuation of collateral proposed by this Motion and Plan must be filed no later than ten (10) days prior to the confirmation hearing date. If no timely response or objection is filed, the relief requested may be granted in conjunction with confirmation of the Plan.

Creditor / Collateral	Estimated Claim	Value of Collateral	Monthly Payment or Method of Disbursement	Interest Rate	Anticipated Total to Pay	Other Treatment/Remarks
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Continuation Sheet # 2

"I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on _____."

Debtor

Joint Debtor

V. Motion to Avoid Lien Pursuant to 11 U.S.C. § 522(f)

The Bankruptcy Code allows certain liens to be avoided. If a lien is avoided, the claim will not be treated as a secured claim but as an unsecured claim under Section VI(2)(F).

The Debtor moves to avoid the following liens that impair exemptions. Objections to lien avoidance as proposed in this Plan must be filed no later than ten (10) days prior to the confirmation hearing date. If no timely objection is filed, the relief requested may be granted in conjunction with confirmation of the Plan. (Debtor must list the specific exempt property that the lien impairs and the basis of the lien--e.g., judicial lien, nonpurchase-money security interest, etc.)

Creditor / Property subject to lien	Amount of Lien to be Avoided	Remarks
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VI. Specific Treatment for Payment of Allowed Claims

1. PAYMENTS TO BE MADE BY THE DEBTOR DIRECTLY TO CREDITORS, INCLUDING POST-PETITION DOMESTIC SUPPORT OBLIGATIONS

A. Debtor(s) shall pay the following creditors directly. Creditors with claims based on a post-petition domestic support obligation ("DSO"), including all governmental units to which a DSO claim has been assigned, or is owed, or that may otherwise recover a DSO claim, MUST be paid directly. Minors should be identified by their initials only. If no DSO creditor is listed, the Debtor represents he/she has no domestic support obligation.

All direct payments listed below shall be made in addition to the Plan payments made by Debtor to the Chapter 13 Trustee as herein set forth. Secured creditors who are paid directly shall retain their liens, and the Debtor(s) shall maintain insurance on the collateral, in accordance with the terms of the documents creating the lien on the collateral.

Creditor / Collateral, if any (including the name of each DSO creditor)	Remarks	Debt Amount	Payment Amount/Interval
Bank of America Mortgage 12859 Hidden Grove, El Paso, TX		\$159,000.00	\$1,309.00
Tax Assessor/Collector 12859 Hidden Grove, El Paso, TX	2010 & Future Taxes - Escrowed		

B. Debtor surrenders the following collateral. Confirmation of the Plan shall operate to lift the automatic stay provided by 11 U.S.C. § 362(a) with respect to the collateral listed, and any unsecured deficiency claim may be filed in accordance with the procedures set forth in the Standing Order Relating to Chapter 13 Case Administration for this Division.

Creditor/Collateral	Collateral to Be Surrendered
GECU	8101 Alameda, El Paso, TX 79938
GECU	8101 Alameda, El Paso, TX

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Continuation Sheet # 4

GECU Cross-coll. w/07 Mustang	\$13,854.00	\$5,649.00	Pro-Rata	5.25%	\$6,045.60	cross-coll. w/vehicles
GECU 2007 Ford Mustang	\$8,376.00	\$14,025.00	Pro-Rata	5.25%	\$8,964.05	

F. General Unsecured Creditors (including claims from rejection of contracts, leases and contracts for deed).
Describe treatment for the class of general unsecured creditors.

General Unsecured Creditors will receive approximately 20% of their allowed claims.

Creditor	Estimated Debt	Remarks
Arnold's A & S Floor Supplies	\$665.00	
AT&T Advertising Solutions	\$3,339.00	
Capital One	\$1,370.00	
Capital One	\$3,112.00	
Cevallos Media, Inc.	\$1,386.00	
Charter Adjustments Corp.	\$3,533.00	
GECU	\$8,205.00	Unsecured portion of the secured debt (Bifurcated)
GECU	\$11,952.00	Cross-coll.
GECU	\$2,503.00	Cross-coll.
GECU	\$28,768.00	
Home Depot	\$3,993.00	
Kohl's	\$778.00	
Linebarger, Goggon, Blair		Attys. for Tax Assessor
Mohawk/GEMB	\$2,285.00	
PayPal Buyer Credit	\$1,592.00	
Southwind Carpet Mills	\$3,450.00	
U.S. Department of Education	\$32,000.00	Student Loan
Wells Fargo Bank	\$8,919.00	
Wells Fargo Financial	\$4,442.00	
Wells Fargo Small Business Adv.	\$14,177.00	
Wells Fargo Small Business Adv.	\$5,801.00	
Wilborn Co.	\$1,934.00	
Xpress Global Systems	\$1,202.00	

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Continuation Sheet # 5

Totals:

Administrative Claims	<u>\$3,000.00</u>
Priority Claims	<u>\$1,680.00</u>
Arrearage Claims	<u>\$0.00</u>
Cure Claims	<u>\$0.00</u>
Secured Claims	<u>\$18,274.00</u>
Unsecured Claims	<u>\$145,406.00</u>

VII. Supplemental Plan Provisions

The following are the Supplemental Plan Provisions:

:

- A. Pursuant to 11 U.S.C. §1322(a)(1) of the Bankruptcy Code, the Debtor(s) shall submit all or such portion of future earnings or other future income of the debtor to the supervision and control of the trustee as is necessary for the execution of the plan.
- B. The Debtor(s) further agree, to report to the Trustee any changes in income that would necessitate modifying their plan by either increasing or decreasing their plan payment or increasing or decreasing the percentage payout to unsecured creditors.
- C. Confirmation of the Plan shall constitute authority for creditors, such as lien-holders on real property and lien-holders on vehicles, especially where the creditor is scheduled as "direct pay" or "outside," to send monthly statements as a convenience to the Debtor(s) and such statements shall not be considered a violation of the provisions of the automatic stay.
- D. If any unscheduled creditor files a timely claim, with proper attachments, the Plan will provide for that claim as filed unless objected to by the Debtor. The secured creditors will be paid 8% interest.
- E. If additional funds become available, creditors may receive higher monthly payments.

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Continuation Sheet # 6

Respectfully submitted this date: 08/09/2010.

/s/ Eric Martinez/Chance M. McGhee

Eric Martinez/Chance M. McGhee
4530 Montana Ave, Suite B
El Paso, TX 79903-4706
Phone: (915) 565-4669 / Fax: (915) 562-7032
(Attorney for Debtor)

/s/ Antonio Ruben Arias

Antonio Ruben Arias
12859 Hidden Grove
El Paso, TX 79938
(Debtor)

/s/ Melissa Garibay Arias

Melissa Garibay Arias
12859 Hidden Grove
El Paso, TX 79938
(Joint Debtor)

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Joint Debtor

CHAPTER 13

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on August 13, 2010, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

/s/ Eric Martinez/Chance M. McGhee
Eric Martinez/Chance M. McGhee
Bar ID:24034822/00791226
Davis Law Firm
4530 Montana Ave, Suite B
El Paso, TX 79903-4706
(915) 565-4669

American General Finance
xxxxxxx3187
1506 N. Lee Trevino, S-B3
El Paso, TX 79936

Bank of America Mortgage
475 Crosspoint Pkwy.
Getzville, NY 14068

Cevallos Media, Inc.
4540
2524 SW 44th
Oklahoma City, OK 73119

Antonio Ruben Arias
12859 Hidden Grove
El Paso, TX 79938

Best Buy/HSBC
xxxx-xxxx-xxxx-4536
P.O. Box 15521
Wilmington, DE 19850-5521

Charter Adjustments Corp.
xxxxxxx xxx3775
9400 Topanga Canyon Blvd., S-100
Chatsworth, CA 91311

Arnold's A & S Floor Supplies
3903 Tompkins
El Paso, TX 79930

Capital One
xxxx-xxxx-xxxx-9316
P.O. Box 30285
Salt Lake City, UT 84130-0285

GECU
xxxx-xxxx-xxxx-7874
P.O. Box 815909
Dallas, TX 75381-5909

AT&T Advertising Solutions
xxxxxxxxxx-x0000
P.O. Box 630052
Dallas, TX 75263-0052

Capital One
xxxx-xxxx-xxxx-5071
P.O. Box 30285
Salt Lake City, UT 84130-0285

GECU
P.O. Box 20998
El Paso, TX 79998

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CHAPTER 13

CERTIFICATE OF SERVICE

(Continuation Sheet #1)

GECU P.O. Box 20998 El Paso, TX 79998	Internal Revenue Serv. 300 E. 8th Street, STOP 5022 AUS Austin, TX 78701	Southwind Carpet Mills xxxx / 4478 P.O. Box 3577 Dalton, GA 30719
GECU xxxxxx6748 P.O. Box 20998 El Paso, TX 79998	Internal Revenue Service 8288 P.O. Box 21126 Philadelphia, PA 19114	Stuart C. Cox 1760 N. Lee Trevino El Paso, TX 79936
GECU xxxxxx6747 P.O. Box 20998 El Paso, TX 79998	Internal Revenue Service P.O. Box 21126 Philadelphia, PA 19114	Tax Assessor/Collector P.O. Box 2992 El Paso, TX 79999
GECU xxxxxx6745 P.O. Box 20998 El Paso, TX 79998	Kohl's xxx-xxx0-126 P.O. Box 3043 Milwaukee, WI 53201-3043	U.S. Attorney General Main Justice Building, Rm. 5111 10th & Constitution Ave., N.W. Washington, DC 20530
GECU xxxxxx6750 P.O. Box 20998 El Paso, TX 79998	Linebarger, Goggon, Blair & Sampson, LLP 711 Navarro, Suite 300 San Antonio, TX 78205	U.S. Attorney's Office Western Dist. of Texas 601 N.W. Loop 410, Suite 600 San Antonio, TX 78216
GECU xxxxxxxx / xxxx9943 P.O. Box 20998 El Paso, TX 79998	Mohawk/GEMB xxxx-xxxx-xxxx-5375 P.O. Box 981438 El Paso, TX 79998-1438	U.S. Department of Education 8288 Direct Loan Servicing Center P.O. Box 5609 Greenville, TX 75403-5609
Home Depot xxxx-xxxx-xxxx-5556 P.O. Box 653000 Dallas, TX 75265-3000	PayPal Buyer Credit 0679 2211 N. First St. San Jose, CA 95131	Wells Fargo Bank xxxxxxxxxx0001 P.O. Box 5169 Sioux Falls, SD 57117-5169

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CHAPTER **13**

CERTIFICATE OF SERVICE

(Continuation Sheet #2)

Wells Fargo Financial
xxxx-xxxx-xxxx-8074
P.O. Box 5943
Sioux Falls, SD 57117-5943

Wells Fargo Small Business Adv.
xxxx-xxxx-xxxx-1421
P.O. Box 348750
Sacramento, CA 95834

Wells Fargo Small Business Adv.
xxxx-xxxx-xxxx-8863
P.O. Box 348750
Sacramento, CA 95834

Wilborn Co.
xxxx/3776
457 Washington St., SE, S-A
Albuquerque, NM 87108

Xpress Global Systems
x0409
P.O. Box 24628
Chattanooga, TN 37421